

**CCC-709**

(08-09-96)

**U.S. DEPARTMENT OF AGRICULTURE**  
Commodity Credit Corporation

1. Crop Year

2. Commodity

**DIRECT LOAN DEFICIENCY PAYMENT AGREEMENT**

See reverse for Privacy Act and Burden Statements.

**PART A - AGREEMENT**

The undersigned producer(s) ("Producer"), hereby enters into this agreement with the Commodity Credit Corporation (CCC) with respect to the commodity described in Part B below and agrees to accept the loan deficiency payment (LDP) rate in effect for the applicable commodity: (1) for cotton on the date of ginning; or (2) for all other commodities on the date of delivery to the processor, buyer, warehouse, or cooperative, if the commodity is delivered directly from the field to the processor, buyer, warehouse, or cooperative. As a condition of receiving such LDP, the Producer hereby represents and agrees as follows:

1. The production represented by this agreement would be eligible to be pledged as collateral for a loan at the time of, (1) for cotton, ginning; (2) for all other commodities, harvest.
2. The Producer is eligible to obtain a CCC loan with respect to their share of production covered by this agreement in the capacity as a landlord, landowner, tenant, or sharecropper.
3. With respect to the production represented by this agreement:
  - a. The Producer has the beneficial interest in such production in accordance with 7 CFR Parts 1421 and 1427, as applicable, and shall retain such beneficial interest until (1) for cotton, the time of ginning; (2) for all other commodities, the time of harvest;
  - b. Such production has not been, or will not be, acquired directly or indirectly from a share tenant or sharecropper;
  - c. If the Producer is a share tenant or sharecropper, each landlord who has an interest in such production has signed this agreement;
  - d. The Producer shall provide evidence that: (1) shows the date of ginning or delivery, as applicable, on or before the final loan availability date for the applicable eligible commodity; and (2) does not reflect production previously used for an LDP or has been or will be pledged as collateral for a loan.
4. The Producer understands that: (1) CCC may require copies of all sales contracts applicable to the production represented by this agreement; (2) this agreement shall be subject to additional CCC determinations of such Producer's eligibility to receive a LDP; (3) if CCC determines that the producer has misrepresented the eligibility of the production subject to this agreement, CCC shall require repayment of the entire LDP and assess liquidated damages in accordance with 7 CFR Parts 1421 and 1427.
5. The Producer agrees that this agreement shall remain in force until such time it is revised; however, any production ginned or harvested before such revision shall be subject to this agreement. The Producer further understands that this agreement may only be terminated before production subject to this agreement is ginned or harvested, as applicable.

**PART B - APPLICABLE PRODUCTION**

Farm Number	Production Units	Farm Number	Production Units	Farm Number	Production Units	Farm Number	Production Units	Farm Number	Production Units

**PART C - SIGNATURES**

I certify that all information entered on this document and any supporting documentation is true and correct. By signing this form the producer makes a claim for payment from the Commodity Credit Corporation and understands that any false claim or false statement made on this form may lead to civil liability or criminal prosecution.

Signature of Producer(s)	Share	Date	Signature of Producer(s)	Share	Date

**PART D - APPROVAL**

Approved for CCC By:	Date	Name and Address of County FSA Office
		Telephone No. (Include area code)

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, age, sex, marital status, or disability.

**NOTE:** *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR Parts 1421 and 1427. The information will be used to determine eligibility and the amount of program benefits. Furnishing the requested information is voluntary; Failure to furnish the requested information will result in determination of ineligibility for program benefits. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.*

*Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0129), STOP 7630, Washington, D.C. 20250-7630. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***